

12/03/2021 at 03:39:00 PM

Clerk of the Superior Court
By Melissa Valdez, Deputy Clerk

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Tuvia Korobkin (SBN 268066)
tkorobkin@haineslawgroup.com
Neil M. Larsen (SBN 276490)
nlarsen@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

CRISTINA JIMENEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

HOCKING INTERNATIONAL
LABORATORIES INCORPORATED, a
California corporation; and DOES 1 through 100,
Defendants.

Case No.: 37-2020-00001478-CU-OE-CTL

**SECOND AMENDED CLASS ACTION
COMPLAINT:**

- (1) **MINIMUM WAGE VIOLATIONS**
(LABOR CODE §§ 1182.12, 1194,
1194.2, AND 1197);
- (2) **OVERTIME VIOLATIONS (LABOR**
CODE §§ 204, 510, 558, 1194, 1198);
- (3) **MEAL PERIOD VIOLATIONS**
(LABOR CODE §§ 226.7, 512, 558);
- (4) **REST PERIOD VIOLATIONS**
(LABOR CODE § 226.7, 516, 558);
- (5) **WAITING TIME PENALTIES**
(LABOR CODE §§ 201-203);
- (6) **WAGE STATEMENT PENALTIES**
(LABOR CODE § 226); and
- (7) **UNFAIR COMPETITION (BUS &**
PROF CODE § 17200 et seq.).
- (8) **CIVIL PENALTIES UNDER THE**
PRIVATE ATTORNEYS
GENERAL ACT (LABOR CODE §
2698 et seq.).

DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE

1 Plaintiff Cristina Jimenez (“Plaintiff”), on behalf of herself and all others similarly
2 situated, hereby brings this Second Amended Class Action Complaint (“Complaint”) against
3 Hocking International Laboratories Incorporated, a California corporation, and DOES 1 to 100,
4 inclusive (collectively “Defendants”), and on information and belief, alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this
7 Complaint for recovery of unpaid wages and penalties under California Business & Professions
8 Code § 17200 *et seq.*; Labor Code §§ 201-203, 204, 226, 226.7, 510, 512, 516, 558, 1182.12,
9 1194, 1194.2, 1197, 1198, and 2698 *et seq.*; and Industrial Welfare Commission Wage Order No.
10 1-2001 (hereinafter, “Wage Order 1”), in addition to seeking injunctive relief, declaratory relief,
11 and restitution.

12 2. This Complaint is brought pursuant to California Code of Civil Procedure § 382.
13 The monetary damages and restitution that Plaintiff seeks exceeds the minimal jurisdictional
14 limits of the Superior Court and will be established according to proof at trial.

15 3. This Court has jurisdiction over Defendants because, upon information and belief,
16 Defendants have sufficient minimum contacts in California, or otherwise intentionally avail
17 themselves to the California market so as to render the exercise of jurisdiction over them by the
18 California courts consistent with the traditional notions of fair play and substantial justice.

19 **VENUE**

20 4. Venue as to each Defendant is proper in this judicial district pursuant to California
21 Code of Civil Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions
22 complained of hereon occurred in the County of San Diego. Defendants own, maintain offices,
23 transact business, have agent(s) within the County of San Diego, and/or otherwise are found
24 within the County of San Diego, and Defendants are within the jurisdiction of this Court for
25 purposes of service of process.

26 **PARTIES**

27 5. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
28 Plaintiff was and currently is, a California resident. During the four years immediately preceding

1 the filing of this action and within the statute of limitations periods applicable to each cause of
2 action pled herein, Defendants employed Plaintiff as a non-exempt employee. Plaintiff was, and
3 is, a victim of Defendants' policies and/or practices complained of herein, lost money and/or
4 property, and has been deprived of the rights guaranteed by California Business & Professions
5 Code § 17200 *et seq.*; Labor Code §§ 201-203, 204, 226, 226.7, 510, 512, 516, 558, 1182.12,
6 1194, 1194.2, 1197, 1198, 2698 *et seq.*, and Wage Order 1, which sets employment standards for
7 the "Manufacturing Industry."

8 6. Plaintiff is informed and believes, and based thereon alleges, that during the four
9 years preceding the filing of this action and continuing to the present, Defendants did (and
10 continue to do) business by providing chemical manufacturing and custom packaging services,
11 and employed Plaintiff and other similarly situated non-exempt employees within San Diego
12 County and the State of California and, therefore, were (and are) doing business in San Diego
13 County and the State of California.

14 7. Plaintiff does not know the true names, identities and capacities, whether
15 individual, corporate, associate or otherwise, of Defendants Does 1 through 100, inclusive, and
16 for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave
17 from this Court to amend this Complaint when such true names and capacities are discovered.
18 Plaintiff is informed, and believes, and based thereon alleges, that each of said fictitious
19 defendants, whether individual, partners, or corporate, were responsible in some manner for the
20 acts and omissions alleged herein, and proximately caused Plaintiff and the Classes (as defined
21 in Paragraph 16) to be subject to the unlawful employment practices, wrongs, injuries and
22 damages complained of herein.

23 8. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
24 herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

25 9. At all times herein mentioned, each of said Defendants participated in the doing
26 of the acts hereinafter alleged to have been done by the named Defendants. Furthermore, the
27 Defendants, and each of them, were the agents, servants, and employees of each and every one of
28 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned

1 were acting within the course and scope of said agency and employment. Defendants, and each
2 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
3 omissions complained of herein.

4 10. At all times mentioned herein, Defendants, and each of them, were members of
5 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
6 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Plaintiff
7 further alleges that all Defendants were joint employers for all purposes of Plaintiff and all
8 members of the Classes.

9 **GENERAL FACTUAL ALLEGATIONS**

10 11. Defendants employed Plaintiff as a non-exempt Label Worker and Production
11 Worker (or similarly titled positions) during the time period relevant to this lawsuit. Throughout
12 Plaintiff's employment with Defendants, Plaintiff worked at Defendants' facility in San Marcos,
13 California.

14 12. At all times relevant herein, Defendants failed to provide Plaintiff and other non-
15 exempt employees with legally-compliant meal periods. Due to work demands that Defendants
16 imposed, Plaintiff and other non-exempt employees often were unable to take a meal period prior
17 to the completion of the fifth hour of work, and often received less than 30 minutes for their meal
18 period. For instance, during the pay period from July 12, 2017 through July 25, 2017, each of
19 Plaintiff's meal periods began after the fifth hour of work, and was less than 30-minutes.
20 Plaintiff's corresponding wage statement with a pay date of July 28, 2017 does not reflect any
21 payment of meal period premiums. Further, upon information and belief, Defendants maintained
22 no payroll code or other mechanism for the payment of meal period premium payments under
23 Labor Code § 226.7 in the event that Plaintiff and other non-exempt employees were not provided
24 with a legally-compliant meal period.

25 13. Defendants also failed to authorize and permit Plaintiff and other non-exempt
26 employees from taking all legally-compliant rest periods due to work demands. Specifically, on
27 occasion, Plaintiff's supervisor, Rick Kennedy, instructed her to delay taking her rest period.
28 Additionally, Plaintiff was occasionally required to clock out prior to receiving her second rest

1 period, resulting in an unpaid rest period. Notwithstanding these violations, Defendants failed to
2 compensate Plaintiff and other non-exempt employees with the required rest period premium for
3 each workday in which they experienced a rest period violation as mandated by Labor Code §
4 226.7. Upon information and belief, Defendants maintained no payroll code or other mechanism
5 for the payment of rest period premium payments under Labor Code § 226.7 in the event that
6 Plaintiff and other non-exempt employees were not provided with a legally-compliant rest period.

7 14. Further, Defendants implemented a policy and/or practice of failing to pay for all
8 hours worked. Specifically, Defendants occasionally failed to compensate Plaintiff for her second
9 rest period by requiring her to take said rest period off the clock. As a result of this policy and/or
10 practice, Defendants failed to compensate Plaintiff for all hours worked at least at the minimum
11 wage, and also failed to pay her all overtime wages when she worked over 8 hours in a workday
12 and/or over 40 hours in a workweek.

13 15. As a result of Defendants' failure to pay all minimum and overtime wages, and all
14 meal and rest period premiums, Defendants failed to pay Plaintiff all wages owed at the time of
15 her separation of employment with Defendants, and failed to issue accurate itemized wage
16 statements to Plaintiff.

17 **CLASS ACTION ALLEGATIONS**

18 16. **Class Definitions:** Plaintiff brings this action on behalf of herself and the
19 following Classes pursuant to § 382 of the Code of Civil Procedure:

20 a. The Minimum Wage Class consists of all of Defendants' current and former non-
21 exempt employees in California who worked at least one shift in excess of 3.5
22 hours and received an unpaid rest period, during the four years immediately
23 preceding the filing of this action through the present.

24 b. The Overtime Class consists of all of Defendants' current and former non-exempt
25 employees in California who worked at least one shift in excess of 8.0 hours and
26 received an unpaid rest period, and/or worked over 40 hours in a workweek and
27 received an unpaid rest period, during the four years immediately preceding the
28 filing of this action through the present.

1 c. The Meal Period Class consists of all of Defendants' current and former non-
2 exempt employees in California who worked a shift greater than 5.0 hours without
3 a meal period of at least 30 minutes in duration commencing prior to the
4 conclusion of the fifth hour of work reflected in their timekeeping records, and
5 who do not have a corresponding meal period premium payment made for such
6 shifts, during the four years immediately preceding the filing of this action through
7 the present.

8 d. The Rest Period Class consists of all of Defendants' current and former non-
9 exempt employees in California who worked at least one shift in excess of 3.5
10 hours and received an unpaid rest period, during the four years immediately
11 preceding the filing of this action through the present.

12 e. The Waiting Time Class consists of all formerly employed members of the
13 Minimum Wage Class, Overtime Class, Meal Period Class, and/or Rest Period
14 Class who separated their employment from Defendants in the three years
15 immediately preceding the filing of this action through the present.

16 f. The Wage Statement Class consists of all members of the Minimum Wage Class,
17 Overtime Class, Meal Period Class, and/or Rest Period Class who received a wage
18 statement from Defendants in the one year immediately preceding the filing of this
19 action through the present.

20 17. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
21 joinder of all members would be unfeasible and not practicable. The membership of the Classes
22 is unknown to Plaintiff at this time; however, it is estimated that the members of each of the
23 Classes number greater than one hundred (100) individuals. The identity of such membership is
24 readily ascertainable via inspection of Defendants' employment records.

25 18. **Common Questions of Law and Fact Predominate/Well Defined Community**
26 **of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly
27 situated non-exempt employees, which predominate over questions affecting only individual
28 members including, without limitation to:

- a. Whether Defendants' policies and/or practices resulted in the failure to properly compensate Plaintiff and members of the Minimum Wage Class and Overtime Class for all hours actually worked;
- b. Whether Defendants provided all legally-compliant meal periods to Plaintiff and members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- c. Whether Defendants authorized and permitted all legally-compliant rest periods to Plaintiff and members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- d. Whether Defendants' policies and/or practices for the timing and amount of payment of final wages to Plaintiff and members of the Waiting Time Class at the time of their separation of employment were lawful; and
- e. Whether Defendants failed to issue accurate itemized wage statements to Plaintiff and members of the Wage Statement Class.

19. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' uniform policies and/or practices pertaining to compensation for all hours worked, meal and rest periods, and timely paying all final wages upon separation of employment. As such, the common questions predominate over individual questions concerning each individual class member's showing as to their eligibility for recovery or as to the amount of their damages.

20. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because Plaintiff, like the members of the Classes, was not compensated for all hours worked, did not receive all meal periods, was not authorized and permitted to take all rest periods, and did not receive accurate itemized wage statements and did not receive all final wages owed to her upon her separation of employment with Defendants.

21. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover,

Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-and-hour class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

22. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Class(es) to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. Further, the prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the Class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes are maintainable as classes under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION
MINIMUM WAGE VIOLATIONS
(AGAINST ALL DEFENDANTS)

23. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

24. Wage Order 1, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform their pay practices to the requirements of the law by failing to pay Plaintiff and members of the Minimum Wage Class for all hours actually worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 1.

25. California Labor Code § 1198 makes unlawful the employment of an employee under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

26. As a direct and proximate result of Defendants' unlawful conduct as alleged herein, Plaintiff and members of the Minimum Wage Class have sustained economic damages, including but not limited to, unpaid wages and lost interest in an amount to be established at trial, and they are entitled to recover economic and statutory damages and penalties and other appropriate relief as a result of Defendants' violations of the California Labor Code and Wage Order 1.

27. Defendants' practice and uniform administration of corporate policy regarding illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and members of the Minimum Wage Class in a civil action for the unpaid amount of minimum wages,

1 liquidated damages, including interest thereon, statutory penalties, and attorneys' fees and costs
2 of suit according to California Labor Code §§ 204, 558, 1194, *et seq.*, 1197, 1198, and Code of
3 Civil Procedure § 1021.5.

4 **SECOND CAUSE OF ACTION**

5 **OVERTIME VIOLATIONS**

6 **(AGAINST ALL DEFENDANTS)**

7 28. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

8 29. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,
9 and 1198, which provide that non-exempt employees are entitled to all overtime wages and
10 compensation for hours worked, and provide a private right of action for the failure to pay all
11 overtime compensation for overtime work performed.

12 30. At all times relevant herein, Defendants were required to properly compensate
13 non-exempt employees, including Plaintiff and members of the Overtime Class, for all overtime
14 hours worked pursuant to Labor Code § 1194 and Wage Order 1. Wage Order 1, § 3 requires an
15 employer to pay an employee "one and one-half (1½) times the employee's regular rate of pay"
16 for work in excess of eight hours per workday and/or in excess of forty hours of work in the
17 workweek. Wage Order 1, § 3 also requires an employer to pay an employee double the
18 employee's regular rate of pay for work in excess of twelve hours each work day and/or for work
19 in excess of eight hours on the seventh consecutive day of work in the workweek. Defendants
20 caused Plaintiff to work overtime hours, but did not compensate Plaintiff or members of the
21 Overtime Pay Class at one and one-half times their regular rate of pay for such hours.

22 31. Defendants' policy/practice of requiring overtime work and not paying at the
23 proper overtime rates for said work violates California Labor Code §§ 204, 210, 216, 510, 558,
24 1194, and 1198; and Wage Order 1.

25 32. The foregoing policies/practices are unlawful and create entitlement to recovery
26 by Plaintiff and the Overtime Class members in a civil action for the unpaid overtime wages,
27 including interest thereon, statutory and civil penalties, attorneys' fees, and costs of suit per Labor
28 Code §§ 204, 210, 216, 510, 558, 1194, and 1198; and Code of Civil Procedure § 1021.5.

1 **THIRD CAUSE OF ACTION**

2 **MEAL PERIOD VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

4 33. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 34. Defendants failed to provide Plaintiff and members of the Meal Period Class with
6 proper meal periods in accordance with the mandates of the California Labor Code and Wage
7 Order 1. As such, Defendants are responsible for paying premium compensation for meal period
8 violations pursuant to Labor Code §§ 226.7, 512, and 558, and Wage Order 1.

9 35. Plaintiff is informed and believes that Defendants maintained a policy and/or
10 practice of failing to pay meal period premiums at the employee's regular rate of pay, despite
11 Plaintiff not being provided with a legally-compliant meal period. As a result, Plaintiff is owed
12 unpaid wages per California Labor Code §§ 204, 210 and 558, and meal period premium
13 payments per California Labor Code § 512 and 226.7, including interest thereon, statutory
14 penalties, civil penalties, reasonable attorney's fees, and costs of suit.

15 **FOURTH CAUSE OF ACTION**

16 **REST PERIOD VIOLATIONS**

17 **(AGAINST ALL DEFENDANTS)**

18 36. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

19 37. Wage Order 1, § 12 and Labor Code §§ 226.7 and 516 establish the right of
20 employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour
21 period worked, or major fraction thereof.

22 38. As alleged herein, Defendants failed to authorize and permit Plaintiff and Rest
23 Period Class members their legally entitled rest periods. Defendants also failed to pay Plaintiff
24 and Rest Period Class members for each rest period to which they were entitled while working.

25 39. The foregoing violations create an entitlement to recovery by Plaintiff and
26 members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums
27 owing, including interest thereon, statutory penalties, civil penalties, and costs of suit per Labor
28 Code §§ 226.7, 516, 558, and Civil Code §§ 3287(b) and 3289.

1 **FIFTH CAUSE OF ACTION**

2 **WAITING TIME PENALTIES**

3 **(AGAINST ALL DEFENDANTS)**

4 40. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 41. This cause of action is brought pursuant to Labor Code §§ 201-203, which require
6 employers to pay all wages immediately at separation of employment in the event the employer
7 discharges the employee or the employee provides at least 72 hours notice of their intent to quit.
8 In the event an employee provides less than 72 hours of notice of intent to quit, the employee's
9 wages become due and payable no later than 72 hours upon their last date of employment.

10 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them
12 at their separation from employment, including minimum wages for all hours worked.

13 43. Furthermore, Plaintiff is informed and believes, and based thereon alleges, that as
14 a matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members
15 of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant
16 to the requirements of Labor Code §§ 201-203.

17 44. Defendants' failure to pay all final wages was willful within the meaning of Labor
18 Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting
19 Time Class their earned wages upon separation from employment results in a continued payment
20 of wages up to thirty days from the time the wages were due.

21 45. Therefore, Plaintiff and members of the Waiting Time Class are entitled to
22 compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

23 **SIXTH CAUSE OF ACTION**

24 **WAGE STATEMENT PENALTIES**

25 **(AGAINST ALL DEFENDANTS)**

26 46. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

27 47. Plaintiff is informed and believes, and based thereon alleges, that Defendants
28 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff

1 and members of the Wage Statement Class with accurate and complete wage statements, because
2 Defendants failed to furnish Plaintiff and members of the Wage Statement Class with all legally-
3 required information, in violation of Labor Code § 226, as alleged herein.

4 48. Defendants' failure in furnishing Plaintiff and members of the Wage Statement
5 Class with complete and accurate itemized wage statements resulted in injury, as said failures led
6 to, among other things, the non-payment of all earned wages, and deprived them of the
7 information necessary to identify the information required under Section 226(a) or to identify
8 discrepancies in Defendants' reported data.

9 49. Defendants' failures create an entitlement to recovery by Plaintiff and members of
10 the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor
11 Code § 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and
12 costs of suit according to California Labor Code § 226 *et seq.*

13 **SEVENTH CAUSE OF ACTION**

14 **UNFAIR COMPETITION**

15 **(AGAINST ALL DEFENDANTS)**

16 50. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

17 51. Defendants have engaged and continue to engage in unfair and/or unlawful
18 business practices in California in violation of Business and Professions Code § 17200 *et seq.* by:
19 (a) failing to compensate Plaintiff and members of the Minimum Wage Class and Overtime Class
20 for all hours worked; (b) failing to provide Plaintiff and members of the Meal Period Class with
21 all meal periods to which they are entitled, and failing to pay them meal period premium
22 payments; (c) failing to authorize and permit all required duty-free rest periods to Plaintiff and
23 members of the Rest Period Class, and failing to pay them rest period premiums payments; (d)
24 failing to issue accurate itemized wage statements to members of the Wage Statement Class; and
25 (e) failing to timely pay all wages owed upon separation to Plaintiff and members of the Waiting
26 Time Class.

27 52. Defendants' utilization of these unfair and/or unlawful business practices deprived
28 Plaintiff and continues to deprive members of the Classes of compensation to which they are

legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

53. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff for herself and on behalf of the members of the Classes, seeks full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired, and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

54. The acts complained of herein occurred within the last four years immediately preceding the filing of this action.

55. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which she is entitled to recover under Code of Civil Procedure § 1021.5.

EIGHTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

56. Plaintiff re-alleges and incorporates by reference all prior paragraphs as though fully set forth herein.

57. Defendants have committed several Labor Code violations against Plaintiff, members of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of herself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each

1 initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per
2 employee per pay period, plus an amount sufficient to recover the unpaid wages owed to each
3 aggrieved employee; (3) \$100.00 for each initial violation and \$250.00 for each subsequent
4 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each
5 initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per
6 employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each
7 subsequent violation per employee per pay period for those violations of the Labor Code for
8 which no civil penalty is specifically provided, based on the following Labor Code violations;

- 9 a. Failing to compensate Plaintiff and other aggrieved employees the statutory
10 minimum wage for all hours worked in violation of Labor Code §§
11 558, 1182.12, 1194, 1194.2, 1197 and 1198;
- 12 b. Failing to compensate Plaintiff and other aggrieved employees overtime wages
13 for all hours worked over 8 in a workday and/or over 40 in a workweek, in
14 violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- 15 c. Failing to provide Plaintiff and other aggrieved employees with their
16 statutorily mandated meal periods and failing to pay meal period premiums in
17 violation of Labor Code §§ 226.7, 512, and 558;
- 18 d. Failing to authorize and permit Plaintiff and other aggrieved employees to take
19 their statutorily mandated rest periods and failing to pay rest period premiums
20 in violation of Labor Code §§ 226.7, 516, and 558;
- 21 e. Failing to timely pay all final wages earned by Plaintiff and other aggrieved
22 former employees at the time of separation of employment, in violation of
23 Labor Code §§ 201- 203;
- 24 f. Failing to issue accurate itemized wage statements to Plaintiff and other
25 aggrieved employees, in violation of Labor Code § 226;
- 26 g. Failing to pay Plaintiff and other aggrieved employees all wages earned at least
27 twice each calendar month in violation of Labor Code § 204; and
- 28 h. Failing to maintain accurate records on behalf of Plaintiff and aggrieved
employees in violation of Labor Code § 1174.

58. On or around September 27, 2021, Plaintiff notified Defendant Hocking International Laboratories Incorporated, via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to violations of the California Labor Code identified herein. Now that sixty-five days have passed from Plaintiff notifying Defendants and the LWDA of these violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

54. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which she is entitled to receive under California Labor Code § 2699

PRAYER

WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, 1197;
5. Upon the Second Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
6. Upon the Third Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
8. Upon the Fifth Cause of Action, for statutory waiting time penalties pursuant to Labor Code §§ 201-203;

1 9. Upon the Sixth Cause of Action, for statutory wage statement penalties pursuant
2 to Labor Code § 226;

3 10. Upon the Seventh Cause of Action, for restitution to Plaintiff of all money and/or
4 property unlawfully acquired by Defendants by means of any acts or practices declared by this
5 Court to be in violation of Business and Professions Code § 17200 *et seq.*;

6 11. Upon the Eighth Cause of Action, for civil penalties due to Plaintiff, other
7 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§
8 558 and 2699(a) and (f) including, but not limited to: 1) \$100.00 for each initial violation for each
9 failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional
10 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
11 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100.00 for each subsequent
12 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
13 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
14 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent
15 violation of Labor Code § 226 pursuant to Labor Code § 226.3 per employee per pay period;
16 and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per
17 employee per pay period for those violations of the Labor Code for which no civil penalty is
18 specifically provided, based on violations of Labor Code sections cited in Paragraph 57 (a)-(h);

19 12. Prejudgment interest on all due and unpaid wages pursuant to California Labor
20 Code § 218.6, and Civil Code §§ 3287 and 3289;

21 13. On all causes of action, for attorneys' fees and costs as provided by Labor Code
22 §§ 226, 1194, and Code of Civil Procedure § 1021.5; and

23 14. For such other and further relief the Court may deem just and proper.

24 Dated: December 3, 2021

HAINES LAW GROUP, APC

25
26 By:



Paul K. Haines
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Dated: December 3, 2021

HAINES LAW GROUP, APC

By:



Paul K. Haines

Attorneys for Plaintiff

PROOF OF SERVICE

Cristina Jimenez v. Hocking International Laboratories Incorporated
San Diego County Superior Court Case No. 37-2020-00001478-CU-OE-CTL

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 2155 Campus Drive, Suite 180, El Segundo, California 90245.

On December 3, 2021, I served the foregoing document(s) described as:

SECOND AMENDED CLASS ACTION COMPLAINT

on the interested party(ies) in this action as follows:

Kenneth D. Sulzer, Esq.
ksulzer@constangy.com
Matthew A. Scholl, Esq.
mscholl@constangy.com
Bayan Salehi, Esq.
bsalehi@constangy.com

CONSTANGY, BROOKS, SMITH & PROPHETE, LLP

2029 Century Park East, suite 1100
Los Angeles, CA 90067

Attorneys for Defendant HOCKING INTERNATIONAL LABORATORIES INCORPORATED

[X] (VIA ELECTRONIC MAIL) Based on court order or an agreement of the parties to accept electronic service, I caused the document described above to be sent to the persons at the electronic service addresses listed above via third party cloud service One Legal.

[X] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 3, 2021, at El Segundo, Californi



Alma Hernandez